

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APPLICANTS:	Andersen et al.		
PATENT NUMBER:	6,818,741	ISSUE DATE:	November 16, 2004
SERIAL NUMBER:	09/872,623	EXAMINER:	Huff
FILING DATE:	June 2, 2001	ART UNIT:	1643
FOR:	ALPHA-FETOPROTEIN PEPTIDES AND USES THEREOF		

July 14, 2010  
Boston, Massachusetts

Mail Stop Petitions  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**REQUEST UNDER 37 C.F.R. § 3.81(b)**

Pursuant to 37 C.F.R. § 3.81(b) and M.P.E.P. § 1481.01, Applicants hereby submit this request to correct the assignment data submitted on the PTOL-85B.

The instant application was filed on June 2, 2001 and claims priority to provisional patent application number 60/208,614 on June 1, 2000. The application was assigned to Albany Medical College ("AMC") in an assignment recorded at Reel 012396 and Frame 0444 on December 27, 2001. A copy of the Notice of Recordation of Assignment Document is attached to this statement as Exhibit A, and a copy of the Assignment Document to AMC is attached as Exhibit B.

On January 30, 2003, Applicants also filed a License Agreement between AMC and Ordway Research Institute, Inc. ("ORI"). This License Agreement was recorded at Reel 013704 and Frame 0263 on January 30, 2003. Copies of this License Agreement and the Notice of Recordation of Assignment Document are attached herein as Exhibits C and D, respectively. Applicants note that this License Agreement was identified as a license agreement on the Notice of Recordation received from the United States Patent and Trademark Office. The purported

assignor on this document was AMC and the purported assignee was ORI. However, no actual ownership rights were conveyed by this document.

Finally, on January 30, 2003, Applicants also recorded a License and Assignment Agreement between ORI and CLF Medical Technology Acceleration Program, Inc. ("CLF MTAP"). This License and Assignment Agreement was recorded at Reel 013704 and Frame 0192 on January 30, 2003. Copies of this License and Assignment Agreement and the Notice of Recordation of Assignment Document are attached herein as Exhibits E and F, respectively. Applicants note that this License and Assignment Agreement was identified as a license and assignment agreement on the Notice of Recordation received from the United States Patent and Trademark Office. The purported assignor on this document was ORI and the purported assignee was CLF MTAP. However, no actual ownership rights were conveyed by this document.

Applicants note the License Agreement from AMC to ORI did not transfer any ownership interest in this case. Rather, the owner of this case is AMC, the assignee of the invention from the inventors. Nevertheless, the PTOL-85B erroneously and inadvertently listed CLF MTAP as the assignee of the invention, and this information was printed on the face of the above-referenced patent, which issued on November 16, 2004.

In accordance with 37 C.F.R. § 3.81(b) and MPEP § 1481.01:

A. Applicants state that the assignment from the inventors to AMC was submitted for recordation as set forth in 37 C.F.R. § 3.11 before issuance of the patent;

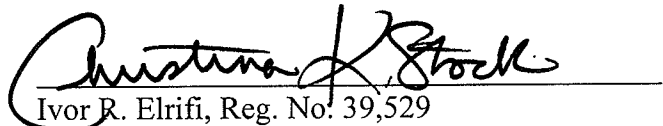
B. On March 10, 2009, Applicants submitted a Request for a Certificate of Correction under 37 C.F.R. § 1.323 along with authorization to charge any fees that may be due (such as the fee set forth in 37 C.F.R. § 1.20 (a)) to Deposit Account No. 50-0311 (courtesy copy enclosed as Exhibit G); and

C. Applicants submit herewith the processing fee set forth in 37 C.F.R. § 1.17(i)

Accordingly, Applicants request that the above-referenced US Patent be corrected to reflect the name of the assignee, Albany Medical College.

Applicants believe that no additional fees are due in connection with this submission. However, the Commissioner is hereby authorized to charge any deficiencies, or credit any overpayment of the same, to Deposit Account No. 50-0311 (Reference 29708-506001US (formerly 19705-010)). The Commissioner is invited to contact the undersigned by collect telephone call if there are any questions concerning this request.

Respectfully submitted,

A handwritten signature in black ink, reading "Christina K. Stock", is written over a horizontal line.

Ivor R. Elrifi, Reg. No. 39,529

Christina K. Stock, Reg. No. 45,899

Attorneys for Applicants

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY  
and POPEO, P.C.

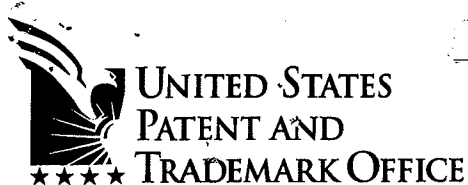
Address all written correspondence to

**Customer no.: 30623**

Tel: (617) 542-6000

Fax: (617) 542-2241

# Exhibit A



**CORRECTED  
NOTICE**

APRIL 26, 2002

PTAS

Commissioner for Trademarks  
Arlington, VA 22202-3513  
www.uspto.gov

BRAMAN & ROGALSKYJ, LLP  
SUSAN J. BRAMAN  
P.O. BOX 352  
CANANDAIGUA, NEW YORK 14424-0352



\*102058435A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/27/2001

REEL/FRAME: 012396/0444  
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ANDERSEN, THOMAS T.

DOC DATE: 10/11/2001

ASSIGNOR:

BENNETT, JAMES A.

DOC DATE: 10/11/2001

ASSIGNOR:

JACOBSON, HERBERT I.

DOC DATE: 10/11/2001

ASSIGNOR:

MESFIN, FASSIL B.

DOC DATE: 10/12/2001

ASSIGNEE:

ALBANY MEDICAL COLLEGE  
47 NEW SCOTLAND AVENUE  
ALBANY, NEW YORK 12208

SERIAL NUMBER: 09872623

PATENT NUMBER:

FILING DATE: 06/02/2001  
ISSUE DATE:

19705-010

<input checked="" type="checkbox"/> Data Entry	Done By <i>me</i>
<input type="checkbox"/> Docket Entry	_____
<input type="checkbox"/> Docket Cross Off	_____
<input type="checkbox"/> Previously Entered	_____
<input type="checkbox"/> No Docketing Req	_____
<input type="checkbox"/> ELITE	_____
<input type="checkbox"/> Annulities	_____

012396/0444 PAGE 2

JACQUELINE MOORE, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

# Exhibit B

ASSIGNMENT

WHEREAS, We, **Thomas T. Andersen**, a United States citizen, residing at 15 Catalpa Drive, Albany, New York 12209, **James A. Bennett**, a United States citizen, residing at 91 Mason Road, Delmar, New York 12054, **Herbert I. Jacobson**, a United States citizen, residing at 169 Williamsburg Court, Albany, New York 12208, and **Fassil B. Mesfin**, a United States citizen, residing at 400 Central Ave 21N, Albany, New York 12206, have invented certain new and useful improvements in **ALPHA-FETOPROTEIN PEPTIDES AND USES THEREOF** for which We have executed an Application for Letters Patent in the United States, filed as U.S. Serial No. 09/872,623 on June 2, 2001;

AND WHEREAS, Albany Medical College, with its principal place of business at 47 New Scotland Avenue, Albany, New York 12208, desires to acquire the entire right, title and interest in and to the said improvements and the said Application:

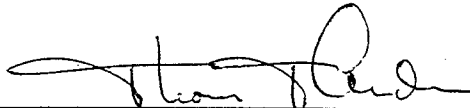
NOW, THEREFORE, for good and valuable consideration including salary or payment for the making of inventions, or employee benefits, the receipt of which is hereby acknowledged, We, the said inventors, do hereby acknowledge that We have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Albany Medical College, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and We hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said Albany Medical College, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND We HEREBY covenant and agree that We will communicate to the said Albany Medical College, its successors, legal representatives and assigns, any facts known to us respecting said improvements and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do



everything possible to aid the said Albany Medical College, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

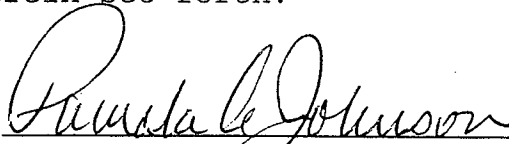
IN TESTIMONY WHEREOF, I hereunto set my hand and seal  
this 11 day of October, 2001.



Thomas T. Andersen

STATE OF New York  
COUNTY OF Albany SS:

This 11th day of October, 2001, before me personally came the above-named **Thomas T. Andersen**, to me personally known as the individual who executed the same of his own free will for the purposes therein set forth.

  
Notary Public

PAMELA A. JOHNSON  
Notary Public, State of New York  
Residing in Albany County  
My Commission Expires 12/10/02

IN TESTIMONY WHEREOF, I hereunto set my hand and seal  
this 11 day of Oct, 2001.

James A. Bennett  
James A. Bennett

STATE OF New York  
COUNTY OF Albany SS:

This 11th day of October, 2001, before me personally  
came the above-named **James A. Bennett**, to me personally known  
as the individual who executed the same of his own free will  
for the purposes therein set forth.

Pamela A. Johnson  
Notary Public

PAMELA A. JOHNSON  
Notary Public, State of New York  
Residing in Albany County  
My Commission Expires 12/10/02

IN TESTIMONY WHEREOF, I hereunto set my hand and seal  
this 11<sup>th</sup> day of October, 2001.

Herbert I. Jacobson  
Herbert I. Jacobson

STATE OF New York  
COUNTY OF Albany SS:

This 11th day of October, 2001, before me personally  
came the above-named **Herbert I. Jacobson**, to me personally  
known as the individual who executed the same of his own free  
will for the purposes therein set forth.

Pamela A. Johnson  
Notary Public

PAMELA A. JOHNSON  
Notary Public, State of New York  
Residing in Albany County  
My Commission Expires 12/10/02

IN TESTIMONY WHEREOF, I hereunto set my hand and seal  
this 12 day of OCT, 2001.

  
Fassil B. Mesfin

STATE OF New York  
COUNTY OF Albany SS:

This 12th day of October, 2001, before me personally  
came the above-named **Fassil B. Mesfin**, to me personally known  
as the individual who executed the same of his own free will  
for the purposes therein set forth.

  
Notary Public

PAMELA A. JOHNSON  
Notary Public, State of New York  
Residing in Albany County  
My Commission Expires 12/10/02

# **Exhibit C**

## License Agreement

Know all men by these presents, that ALBANY MEDICAL COLLEGE (hereinafter "Licensor") for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, given by ORDWAY RESEARCH INSTITUTE, INC. (hereinafter "Licensee"), does hereby grant to Licensee the following rights related to the research identified in Schedule "A" hereto (the "Research"):

1. Licensor hereby grants to Licensee the exclusive, worldwide, right and license to use, copy, modify, distribute, make, have made, use, sell, export, and sublicense its rights in and to the following intangible assets utilized in the conduct of the Research, including:

a. all records, notes, correspondence, background documentation, know-how, files and other documents (whether in paper or electronic format) in the possession of the Licensor pertaining to the Research, subject only to the rights of the individual patients to the information therein;

b. all computer programs and other software, licenses thereof and rights thereto used exclusively in connection with the Research (excluding any such programs or rights used generally by Licensor or which are restricted as to transfer); and

c. any intellectual property rights or proprietary or confidential information of the Licensor pertaining to the Research, including without limitation, patents, copyrights, trade secrets, inventions, and know-how.

The above assets shall be hereafter referred to as the "Subject IP".

This Agreement shall be perpetual from the date hereof, provided, however, that this Agreement is made in accordance with and is subject to the terms and conditions of the Memorandum of Understanding dated June 25, 2002 and executed by both Licensor and Licensee.

It is understood and agreed that the rights granted herein are subject to the rights of the U.S. Government in and to the Subject IP pursuant to any funding agreement between the U.S. Government and Licensor, or any applicable law or regulation, and also subject to any rights retained or imposed with respect to any other (non-governmental) grant or funding agreement relating to the Subject IP. Licensor has fully disclosed to Licensee its information concerning the status of the Subject IP and that Licensor has not verified that any conditions or requirements to obtain or secure patent or other rights with respect to the Subject IP have been satisfied or completed. Licensee assumes the responsibility to take any and all actions required to satisfy any such requirements or conditions to secure the rights in the Subject IP and agrees to receive the Subject IP "as is" and without any representations or warranties of any kind.

In consideration for the above grant of rights, Licensee agrees as follows: Licensor shall be entitled to compensation in the amount equal to ninety percent (90%) of the Net Revenues (as defined below) received by Licensee for each and every application of the Subject IP, which consideration shall be paid from Net Royalties which are received by Licensee. "Net Revenues" shall be defined as the gross receipts, royalties, license or sublicense fees or other payments or consideration (including any non-monetary consideration valued at its fair market value) which Licensee receives as a result of any license, sublicense, or other agreements which it enters into for the development, marketing, sale, disposition or other activities with respect thereto which generate revenues or consideration with respect to the Subject IP, less the expenses of Licensee incurred in connection with the use, research or development of the Subject IP and any intellectual property incentive payments required to be made by Licensee to researchers (which intellectual property incentive payments shall be approved by Licensor; provided, however, that such approval will not be unreasonably withheld or denied if the payments are consistent with the intellectual property incentive policy

for Licensors in effect as of the date hereof). Licensors shall be responsible for making intellectual property incentive payments for the Research from its receipts hereunder, and such payments shall not be included in the calculation of Net Revenues. For purposes of calculating Net Revenues, expenses will be allocated to the researchers or programs to which such receipts relate and shall not be pooled or aggregated.

Licensee agrees that it will diligently pursue the commercialization of the Subject IP, and that any transactions with respect to the development, testing, licensing, sublicensing, transfer or other realization with respect to the Subject IP shall be made for fair market value.

Licensee agrees to indemnify and hold Licensors and its officers, employees, and agents harmless from and against any and all claims, losses, demands, liabilities and expenses of any nature (including, without limitation, those for the death or injury to any person, or the damage to or destruction of any property and the costs of enforcing this indemnity) related to Licensee's exercise of the license rights granted hereunder.

Licensee, pursuant to its exclusive rights granted herein, grants to Licensors a perpetual, irrevocable, worldwide, non-exclusive, unrestricted right to use, copy, modify, distribute, make, or have made, any portion or all of the Subject IP for research and educational purposes.

This License Agreement is made under and shall be governed by the laws of the State of New York except to the extent preempted by federal laws.

In Witness Whereof, Licensors and Licensee have executed this instrument on this 13th day of September, 2002.

Licensors,  
ALBANY MEDICAL COLLEGE

By: Vincent Verdile  
Vincent Verdile, M.D., Dean

Licensee,  
ORDWAY RESEARCH INSTITUTE, INC.

By: Paul J. Davis  
Paul J. Davis, M.D., Director

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ALBANY )

On the 16<sup>th</sup> day of September, in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared Vincent Verdile, M.D., the Dean of Albany Medical College, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Catherine Colasurdo  
Notary Public

CATHERINE COLASURDO  
Notary Public, State Of New York  
Qualified In Albany County  
Reg. No. 4822176  
Commission Expires June 30, 20 06

STATE OF NEW YORK   )  
                                  ) ss.:  
COUNTY OF ALBANY   )

On the 16<sup>th</sup> day of September, in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared Paul J. Davis, M.D., the Director of Ordway Institute, Inc., personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Catherine Colasurdo  
Notary Public

CATHERINE COLASURDO  
Notary Public, State Of New York  
Qualified In Albany County  
Reg. No. 4822178  
Commission Expires June 30, 2006



- Schedule A -

AFP-related peptides (Dr. Anderson)

Country	Title	Named Inventor(s)	Application Number	Patent No.	Filing Date
US	Screening and Imaging Breast Cancer with Alpha-Fetoprotein Peptides	Anderson, et al	--	Not yet filed	--
US	Breast Cancer Imaging Agents	Anderson, et al	--	Not yet filed	--
US	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	60/208,614	Completed	6/1/00
US	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	09/872,623	pending	6/1/01
WO	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	PCT/US01/17748	pending	6/1/01
	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	60/331,841	pending	11/20/01
US	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	60/340,926	pending	12/7/01

# Exhibit D



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

JUNE 04, 2003

PTAS

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

MINTZ, LEVIN, COHN, FERRIS ET AL  
IVOR R. ELRIFI, ESQ.  
ONE FINANCIAL CENTER  
BOSTON, MA 02111



\*102354355A\*

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THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
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REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,  
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/30/2003

REEL/FRAME: 013704/0263  
NUMBER OF PAGES: 5

BRIEF: LICENSE AGREEMENT

ASSIGNOR:

ALBANY MEDICAL COLLEGE

DOC DATE: 09/13/2002

ASSIGNEE:

ORDWAY RESEARCH INSTITUTE, INC.  
747 PIERCE ROAD  
CLIFTON PARK, NEW YORK 12065

SERIAL NUMBER: 09872623

FILING DATE: 06/02/2001

PATENT NUMBER:

ISSUE DATE:

TARA WASHINGTON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

<input checked="" type="checkbox"/> Data Entry	Done By <u>KLA</u>
<input type="checkbox"/> Docket Entry	_____
<input type="checkbox"/> Docket Cross Off	_____
<input type="checkbox"/> Previously Entered	_____
<input type="checkbox"/> No Docketing Req.	_____
<input type="checkbox"/> ELITE	_____
<input type="checkbox"/> Annuities	_____

# Exhibit E

AFP Peptide: A New Drug in the fight against Breast Cancer

**LICENSE AND ASSIGNMENT AGREEMENT**

This License and Assignment Agreement is dated September 17, 2002, and is by and between CLF MEDICAL TECHNOLOGY ACCELERATION PROGRAM, INC., 747 Pierce Road, Clifton Park, New York 12065 ("Licensee") and ORDWAY RESEARCH INSTITUTE, INC., c/o 747 Pierce Road, Clifton Park, New York 12065 ("Licensor").

WITNESSETH

WHEREAS, the Licensor is the owner of the Subject IP as defined below; and

WHEREAS, the Licensor is willing to grant a royalty bearing, exclusive license to Licensee, and assign the Subject IP to Licensee upon the terms and conditions set forth herein; and

WHEREAS, Licensee desires to obtain said exclusive license and assignment of the Subject IP.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 The term "Subject IP" shall mean all technology, biological materials, compounds, know-how, methods, documents, materials, tests, improvements thereto, and all confidential information related to the items set forth on Schedule "A" hereto which has been researched or developed by Licensor, which is commonly known as AFP Peptide: A New Drug in the fight against Breast Cancer, including any U.S. Patent Application Serial Numbers identified on Schedule "A", together with all applications for patent, or like protection on the Subject IP and all patents or like protection that may in the future be granted on the Subject IP, and any and all substitutions, divisionals, continuations, continuations in part, renewals, reissues, extensions and the like on said applications and patents.

1.2 The term "Licensed Product(s)" shall mean all products or uses that incorporate, utilize or are made with the use of the Subject IP.

2. Grant of License and Assignment.

2.1 The Licensor hereby represents and warrants that it has the sole and exclusive rights to the Subject IP and assigns the Subject IP and grants to the Licensee an exclusive, right and license of the Subject IP to research, develop, test, make, use, patent, protect, import, export, lease, market or sublicense the Subject IP or the Licensed Products.

2.2 Licensee shall have the sole and exclusive ownership rights to any product, device, process or method, whether patentable or unpatentable, arising out of the Subject IP, but which is not directly related to the Subject IP.

2.3 Licensee shall have the sole and exclusive right to determine the methods in which the Subject IP or Licensed Product(s) shall be researched, developed, tested, made, used, sublicensed, marketed, sold or offered for sublicense, including, but not limited to, the selection of which processes or methods shall be used, or the applications or products which will be pursued; provided, however, that Licensee agrees that it will diligently pursue the commercialization of the intellectual property, and that any transactions with respect to the development, testing, licensing, transfer or other realization with respect to such intellectual property shall be made for fair market value.

2.4 Licensor agrees to transfer to Licensee for use by Licensee any background or research material which Licensor presently has in its possession relating to the Subject IP.

2.5 This license constitutes an irrevocable assignment of Licensor's legal and beneficial rights to the

Subject IP and the Licensed Product(s), in accordance with the provisions of this Agreement.

3. Payment.

In order to accommodate the interest of both parties, and in furtherance of the charitable and scientific research purposes of Licensee, payment for the rights conveyed by Licensor under this Agreement to Licensee shall be structured as follows:

3.1 No payments will be due under this Agreement until any Licensed Product(s) arising from the Subject IP are fully developed and brought to market for use by the public.

3.2 Payments to Licensor shall be paid out of the "Net Royalties" from the development of the Subject IP and the Licensed Product(s). "Net Royalties" shall be calculated up to and including the date of any sublicense and shall be defined as the gross royalties which Licensee receives as a result of any sublicense agreements which it enters into for the development, marketing or sale of the Licensed Product(s) or the Subject IP, less the expenses of Licensee incurred in connection with the use, research or development of the Subject IP and the Licensed Product(s), and any intellectual property incentive payments required to be made by Licensee to researchers (which intellectual property incentive payments shall be approved by Licensor). Licensee shall not be responsible for making intellectual property incentive payments for the Anderson matters included in Subject IP and such payments shall not be included in the calculation of Net Royalties. For purposes of calculating Net Royalties, expenses will be allocated to the researchers or programs to which such receipts relate and shall not be pooled or aggregated.

3.3 Licensor shall be entitled to compensation in the amount equal to sixty (60%) percent of the Net Royalties received by Licensee for each Licensed Product or other application of the Subject IP.

3.4 Licensee agrees to keep accurate records and books, in accordance with good accounting practice, with respect to the Subject IP and Licensed Product(s), including an account of cost and expenses incurred in obtaining and maintaining patent protection for the Subject IP and the Licensed Product(s), and all costs and expenses incurred in researching, testing and developing the Subject IP and Licensed Product(s); and, all monies or other consideration received by Licensee from the Subject IP or the Licensed Product(s), and all other information necessary for the accurate determination of charges and payments hereunder. Licensee agrees to deliver to Licensor within thirty (30) days following each calendar quarter a report setting forth such details as may be necessary for the accurate determination of charges and payments hereunder and, in the case of payments, to accompany each such report with the payment show to be due by it. Licensee agrees to permit a representative of Licensor, during normal business hours and upon reasonable prior notice, to inspect any records kept by Licensee which are reasonably relevant to a determination of the accuracy of any report required to be rendered to Licensor.

4. Materials.

4.1 Licensee shall be responsible for payment for all reasonable personnel, facilities, and resources as are required to research, test, develop, protect or market the Subject IP and Licensed Product(s), including, but not limited to, persons who have been involved in the research and development of the Subject IP prior to the date of this Agreement.

4.2 After the date of this Agreement, Licensee agrees to pay all costs, incident to United States and foreign applications, patents and like protection, including all costs incurred for filing, prosecution, issuance and maintenance fees as well as any costs incurred in filing continuations, continuations in part, divisionals or related applications and any reexamination or reissue proceedings.

5. Sublicenses and Assignment.

5.1 In connection with the rights conveyed to Licensee hereunder, the parties understand and agree that Licensee is authorized to enter into sublicense or assignment agreements for the development, marketing and distribution of the Subject IP and the Licensed Product(s).

5.2 All sublicenses or assignments granted by Licensee of its rights hereunder shall be subject to the terms of this License and Assignment Agreement, and, except as provided below, Licensee shall obtain the prior written approval from the Licensor, which shall not be unreasonably delayed or withheld, prior to entering into any sublicensing or assignment agreement. Licensee shall be responsible for its sublicenses and assignments and shall not grant any rights which are inconsistent with the rights granted to, and obligations of, Licensee hereunder.

5.3 The parties agree that Licensee may sublicense or assign its rights hereunder to an affiliated or subsidiary organization; provided, however, that such organization must be owned or controlled by Licensee and/or its Trustee and Licensee's responsibilities under this License and Assignment Agreement shall not be extinguished or diminished by virtue of any such sublicense or assignment.

6. Use of Licensor's Name/Public Statements.

6.1 Licensee shall have the right, at its discretion, to publish freely, either in writing or orally, any results of any of the research or testing of the Subject IP.

6.2 Licensee shall furnish the Licensor with a copy of any proposed publication of material described above which has Licensor's name, at least thirty (30) days in advance of the proposed publication or presentation date. Within said thirty (30) day period, Licensor shall review such publication and provide any comments, or its approval, thereof, provided, however, that such comments or approval shall not be unreasonably delayed or withheld.

6.3 Licensee agrees that it will not at any time during this Agreement use the name of Licensor without the prior written consent of Licensor, which consent shall not be unreasonably delayed or withheld.

7. Term and Termination.

7.1 Unless earlier terminated as hereinafter provided, this Agreement shall extend for the life of the last to expire patent issued on the Subject IP or Licensed Product(s) (including any continuations or renewals thereof) and then shall expire automatically.

7.2 In the event of default or failure by Licensee to perform any of the terms, covenants or provisions of this Agreement, Licensor shall provide Licensee with written notice of such default, and provide Licensee with a period of sixty (60) days to correct such default. If such default is not corrected within the said sixty (60) day period, (or, if the default cannot reasonably be cured within said sixty (60) day period, then within such additional time as is reasonable provided that the defaulting party is diligently pursuing and will likely effectuate corrective action and the temporary continued existence of the default does not pose an imminent and material risk of harm to the business, operations or finances of any non-defaulting party), the Licensor shall have the right, at its option, to cancel and terminate this Agreement.

7.3 In the event of an uncured breach by Licensee, and subject to the rights of other parties under any licenses or sublicenses validly entered into by Licensee before notice of such breach is received by Licensee: (a) Licensee shall immediately cease using any of the Subject IP or Licensed Product(s) and return all materials related to same to Licensor; (b) all items of intellectual property transferred or shared pursuant to the terms of the transfer agreement will be returned to Licensor; and (c) Licensee shall immediately cease using any of the Subject IP or Licensed Product(s) and return all materials related to same to Licensor.

8. Governmental Compliance.

Licensee shall at all times during the term of this Agreement comply and cause its sublicensees to comply with all laws that may control the research, testing, development, distribution, marketing or any other activity undertaken pursuant to this Agreement.

9. Confidentiality.

Licensee and Licensor agree to maintain the Subject IP in confidence, and to use the same only in accordance with this Agreement. Such obligation of confidentiality shall not apply to information which the parties can demonstrate:

- 9.1 was at the time of disclosure in the public domain;
- 9.2 has come into the public domain after disclosure through no fault of the parties;
- 9.3 was known to the parties prior to disclosure thereof;
- 9.4 was lawfully disclosed to the parties by a third party which was not under an obligation of confidence to the parties;
- 9.5 which the parties can reasonably demonstrate was independently developed by a party without the use of the Subject IP; or
- 9.6 which the parties shall be compelled to disclose by law or legal process.

The foregoing obligation of confidentiality shall survive termination of this Agreement.

10. Indemnification.

10.1 Each party shall notify the other party of any claim, lawsuit or other proceeding related to the Subject IP of the Licensed Product(s).

10.2 Licensee agrees that it will defend, indemnify and hold harmless the Licensor from and against any and all other claims, causes of action or proceedings filed or otherwise instituted against any of the parties, related directly to or arising out of the design, process, research, development, testing, manufacture or use by any person or party of the Subject IP or the Licensed Product(s); provided, however, that Licensor shall be solely responsible for resolving any claims, causes of action or proceedings filed or otherwise instituted related directly or arising out of the design, process, research, development, testing, manufacture or use of the Subject IP prior to the date of this Agreement.



11. Notices.

Any notices required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail, return receipt requested, to the addresses of parties as stated herein.

12. Entire Agreement.

This Agreement contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension or discharge is sought. This Agreement is binding upon the parties, their heirs, representatives, successors or assigns.

13. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of parties.

14. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to principles of conflict of laws thereof. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable federal laws and regulations. Any legal actions commenced to enforce any rights or obligations hereunder shall be venued in the County of Albany, State of New York.

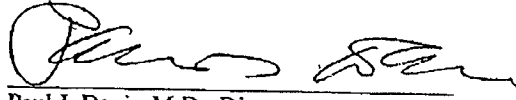
15. Headings.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.


**LICENSOR:**  
**ORDWAY RESEARCH INSTITUTE, INC.**

By:

  
Paul J. Davis, M.D., Director

**LICENSEE:**  
**CLF MEDICAL TECHNOLOGY ACCELERATION  
PROGRAM, INC.**

By:

  
Richard C. Liebich, Chief Executive Officer

**SCHEDULE "A"**

**Intellectual Property Descriptions**

AFP-related peptides (Dr. Anderson)

G:\Ordway\MOUs and License Agreements\License agreement\_AFP Peptide.wpd

**SCHEDULE A**

AFP-related peptides (Dr. Anderson)

Country	Title	Named Inventor(s)	Application Number	Patent No.	Filing Date	Issue Date
US	Screening and Imaging Breast Cancer with Alpha-Fetoprotein Peptides	Anderson, et al	--	Not yet filed	--	--
US	Breast Cancer Imaging Agents	Anderson, et al	--	Not yet filed	--	--
US	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	60/208,614	Completed	6/1/00	--
US	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	09/872,623	pending	6/1/01	--
WO	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	PCT/US01/17748	pending	6/1/01	--
	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	60/331,841	pending	11/20/01	--
US	Alpha-Fetoproteins and Uses Thereof	Anderson, et al	60/340,926	pending	12/7/01	--

# Exhibit F



JUNE 04, 2003

PTAS

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

MINTZ, LEVIN, COHN, FERRIS GLOVSKY &  
POPEO, P.C.  
IVOR R. ELRIFI, ESQUIRE  
ONE FINANCIAL CENTER  
BOSTON, MA 02111

JUN 10 2003



\*102354356A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/30/2003

REEL/FRAME: 013704/0192  
NUMBER OF PAGES: 9

BRIEF: LICENSE AND ASSIGNMENT AGREEMENT

ASSIGNOR:

ORDWAY RESEARCH INSTITUTE, INC.

DOC DATE: 09/17/2002

ASSIGNEE:

CLF MEDICAL TECHNOLOGY  
ACCELERATION PROGRAM, INC.  
747 PIERCE ROAD  
CLIFTON PARK, NEW YORK 12065

SERIAL NUMBER: 09872623

FILING DATE: 06/02/2001

PATENT NUMBER:

ISSUE DATE:

JEEVON JONES, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

<input type="checkbox"/> File Folder	Done By
<input checked="" type="checkbox"/> Data Entry	<i>[Signature]</i>
<input type="checkbox"/> Docket Entry	
<input type="checkbox"/> Docket Cross Off	
<input type="checkbox"/> Previously Entered	
<input type="checkbox"/> No Docketing Req	
<input type="checkbox"/> Order Copies	
<input type="checkbox"/> Annuities	

# Exhibit G

Efile

Date of Deposit: March 10, 2009

Attorney Docket No.: 19705-010 UTL

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APPLICANT : Thomas T. Andersen *et al.*  
SERIAL NUMBER : 09/872,623 EXAMINER : Sheela J. Huff  
PATENT NUMBER : US 6,818,741 B2 ISSUE DATE : November 16, 2004  
FILING DATE : June 2, 2001 ART UNIT : 1643  
FOR : ALPHA-FETOPROTEIN PEPTIDES AND USES THEREOF

Certificate of Corrections Branch  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

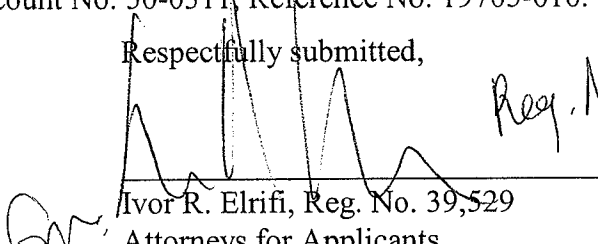
**TRANSMITTAL**

Transmitted herewith for filing are the following documents:

- ☒ Request for Certificate of Correction of Letters Patent (2 pages); and
- ☒ Form PTO-1050 (1 page).

If the enclosed papers are considered incomplete, the Mail Room is respectfully requested to contact the undersigned collect at (617) 542-6000, Boston, Massachusetts. Although we believe no fees are required with this filing, the Commissioner is hereby authorized to charge any fees that may be due to Deposit Account No. 50-0311, Reference No. 19705-010.

Respectfully submitted,

  
Ivor R. Elrifi, Reg. No. 39,529  
Attorneys for Applicants  
Telephone (617) 542-6000  
Facsimile: (617) 542-2241  
Customer No. 30623

Reg. No. 58,052

Dated: March 10, 2009



Efile

Date of Deposit: March 10, 2009

Attorney Docket No.: 19705-010 UTL

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APPLICANT : Thomas T. Andersen *et al.*  
SERIAL NUMBER : 09/872,623 EXAMINER : Sheela J. Huff  
PATENT NUMBER : US 6,818,741 B2 ISSUE DATE : November 16, 2004  
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FOR : ALPHA-FETOPROTEIN PEPTIDES AND USES THEREOF

Certificate of Corrections Branch  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**REQUEST FOR CERTIFICATE OF CORRECTION OF LETTERS PATENT**

1. Attached is Form PTO-1050, suitable for printing.
2. The exact pages and line numbers of the corrections are:  
At Page 1 (73), the Assignee should be: "Albany Medical College." (US)  
Albany, NY (US).

3. Please send the Certificate of Correction to:

Ivor R. Elrifi, Esq.  
Attorney for Applicants  
MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY AND POPEO, P.C.  
One Financial Center  
Boston, MA 02111

**REMARKS**

Applicants request this Certificate of Correction to correct the assignee name. The assignment from the inventors to Albany Medical College was recorded on December 27, 2001 at Reel/Frame 012396/0444. The subsequent "assignments" were recordings of license agreements between Albany Medical College and Ordway Research Institute and Ordway Research Institute and CLF Medical Technology Acceleration Program.

Applicants erroneously listed CLF Medical Technology Acceleration Program in the PTOL-85B as the assignee of the invention, and this information was printed on the face of the above-referenced patent.

Should the Certificates Branch wish to discuss Applicant's request, the Certificates Branch is invited to telephone the undersigned attorneys at 617/542-6000.

Respectfully submitted,

Reg. No. 58,032

Ivor R. Elrifi, Reg. No. 39,529

Attorney for Applicants

Tel: (617) 542-6000

Fax: (617) 542-2241

**Customer Number 30623**

Dated: March 10, 2009

UNITED STATES PATENT AND TRADEMARK OFFICE  
**CERTIFICATE OF CORRECTION**

PATENT NO.: 6,818,741 B2  
APPLICATION NO.: 09/872,623  
ISSUE DATE: November 16, 2004  
INVENTOR(S): Thomas T. Andersen *et al.*

It is certified that an error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

Page 1, (73), the Assignee should be: "Albany Medical College" (US)  
Albany, NY (US)

MAILING ADDRESS OF SENDER:

Ivor R. Elrifi, Reg. No. 39,529  
Attorneys for Applicants  
MINTZ LEVIN  
One Financial Center  
Boston, Massachusetts 02111  
Tel: (617) 542-6000  
Fax: (617) 542-2241